

AGREEMENT FOR  
CONSULTANT INSPECTION AND RE-LOAD RATING  
ON FRACTURE CRITICAL BRIDGES

PROJECT NO. BR-NBIS(95)  
CONTROL NO. 00872  
CITY OF LINCOLN  
STATE OF NEBRASKA DEPARTMENT OF ROADS  
STATEWIDE 2012 FRACTURE CRITICAL BRIDGE  
INSPECTIONS AND RE- LOAD RATINGS

THIS AGREEMENT, entered into by and between the City of Lincoln, hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State".

WITNESSETH

WHEREAS, certain bridges on roads in said City have been designated as being eligible for Federal-Aid Bridge Replacement funds by the Department of Transportation, Federal Highway Administration, hereinafter call FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, Federal-Aid Bridge Replacement Funds have been made available by Title 23 of the United States code, providing for the inspection and re-load rating (re-load rating is not necessary if bridge condition remains the same) of the fracture critical bridges on its public roads, and

WHEREAS, the Federal share payable on any project provided for by the above mentioned code shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and re-load rating costs thereof, and

WHEREAS, regulations for carrying into effect the provisions of the above mentioned code provide that the Federal share of the cost of such project shall be paid only to the State, and

WHEREAS, the City's share of the proposed project shall be twenty (20) percent of the actual project costs and this share shall be from City funds, and

WHEREAS, the State is willing to obtain Federal approval of the proposed work and Federal funds for the proposed project, with the understanding that no State funds including State-Aid Bridge funds are to be expended on this project, and

WHEREAS, the City has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs based on twenty (20) percent City participation are currently estimated to be \$974.75, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the City desires the inspection and re-load rating (if necessary) of the fracture critical bridges on its public roads, as evidenced by the Resolution of the City Council dated the \_\_\_\_ day of \_\_\_\_\_, 2012, attached hereto, identified as Exhibit "A", and hereby made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The State and the City agree that the Federal share payable on this project shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and re-load rating (if necessary) costs thereof.

SECTION 2. The State hereby agrees to present this project to the FHWA for its approval, if necessary, and the City understands that no State funds will be expended for this project.

SECTION 3. The State agrees to cause to be performed the inspection and re-load rating (if necessary) of the fracture critical bridges that are due for inspection in 2012 in the City. The State will continue to have jurisdictional responsibility for all public bridges on the State highway system. Further, the State will be responsible for arranging for the inspection by consultants, for the city, on their fracture critical bridges. It is the intent of the parties that this agreement does not shift to the City any jurisdictional responsibility for bridges on the State highway system, and does not shift any duty to the State for jurisdictional responsibility of any bridges off of the State highway system.

SECTION 4. The proposed work of the Consultant shall be performed in accordance with the following publications:

1. AASHTO Manual for Bridge Evaluation (MBE) First Edition 2008.
2. AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, 2002 (LFD)
3. Minimum Design Standards, 2008, Board of Public Roads Classifications and Standards.
4. Safety Inspection of In-Service Bridges, 2004
5. Fracture Critical Techniques for Steel Bridges, 2006
6. Bridge Inspection Program Manual, 2010
7. Coding Guide for Structure Inventory and Appraisal, published by the State, March 2002.
8. AASHTO LRFD Bridge Design Specifications, 4<sup>th</sup> Edition, 2007

SECTION 5. The total cost of this work is currently estimated to be \$4,873.75, with the City's twenty (20) percent share being \$974.75. Both parties recognize this is a preliminary estimate and the final costs may well be higher or lower. Costs incurred by the State with respect to the entire project shall be considered as a part of the total cost of the project to be paid out of City and Federal funds. It is also understood that the costs incurred by the State attributable to this project, will not include any administrative cost or expenses of State administrative officials.

Upon full execution of this agreement, the State will invoice the City \$974.75. The City agrees to pay the State within thirty days after receipt of the billing from the State. The final settlement between the State and City will be made following final audits and when final costs have been determined by the State.

SECTION 6. It is further understood that the City's share of the total project costs shall be all costs not paid for by Federal funds. Therefore, if the Federal government refuses to participate in the project or any portion thereof, the City is responsible for full project payment with no cost or expense to the State in such project or portion thereof. Should the project be abandoned before completion, the City will pay all costs incurred by the State prior to such abandonment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESS:

CITY OF LINCOLN

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

EXECUTED by the State this \_\_\_\_ day of \_\_\_\_\_, 2012.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Larry L. Legg

\_\_\_\_\_  
Local Projects Secondary Roads Engineer